

## A G R E E M E N T

THIS AGREEMENT dated this 21 day of January, 1973, by and between certain parties individually and as members and stock holders of the East Union Irrigation Company, WITNESSETH:

WHEREAS, the above parties hereinafter identified in the signature portion of this Agreement are owners of water rights in said East Union Irrigation Company and that said water rights consist of surface water from Coal Creek and underground water rights, and

WHEREAS, said parties desire to have the State Engineer in and for the State of Utah determine the amount of water that each party is entitled to and to make a further determination as to which portion of said water is to be designated and limited to underground water and which portion of said water is to be designated and limited to surface water, and

WHEREAS, the parties have employed the services of Clemont Adams to prepare a report for the State Engineer determining the amount of surface water that the said corporation and its members has used from Coal Creek and the amount that has been used from the underground water source, and

WHEREAS, Clemont Adams has compiled a report, and that said report has been submitted for review to the State Engineer, with an indication from the State Engineer that the same will be approved.

NOW THEREFORE, the parties agree as follows:

1. That each party individually and as a member and stockholder of the East Union Irrigation Company agree that the report prepared and submitted by Clemont Adams is accurate, and they agree to be bound by the determination made by the said Clemont Adams as to which portion of their total water rights is surface water and which portion is underground water.

2. That each of said parties individually and as members and stockholders of said corporation agree that the State Engineer is to be formally requested to adjudicate their respective water

rights based upon the "Adams Report", and said individuals agree to be bound by the adjudication made by the State Engineer.

3. The parties acknowledge that the adjudication will permanently fix their respective rights as to which portion of their individual total right will thereafter be evidenced by underground water and which portion will be thereafter evidenced by surface waters, and that after such adjudication they will no longer be entitled to supplement the surface water by the underground water in any quantity in excess of the total underground water right so adjudicated.

4. The parties acknowledge that one purpose for this Agreement is to advise the State Engineer's Office of the individual and collective intent of the parties to knowingly be bound by the terms of the proposed adjudication.

EXECUTED the day and year first above written.

ATTEST:

Lafayette Garfield  
SECRETARY

EAST UNION IRRIGATION COMPANY

BY Alan H. Garfield  
PRESIDENT

Alan H. Garfield

Lafayette Garfield

Joseph D. Armstrong

Edward C. Armstrong

Richard McNamee

Pearl D. Williams

E. Evan Matheson

Verda J. Matheson

Norman P. Busch

Edward Schoppa

Betty Lou Schoppa

Parson U. Webster & Co.

Francis Parson Webster & Co.